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EXHIBIT A

JUDGE GOTTSCHALL MAGISTRATE JUDGE COLE

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	N THE CIRCUIT COURT OF C ITY DEPARTMENT, LAW	OOK COUNTY,	ILLINOIS DIVISION	200
(Name all parties)				Syr:
Melanie Stacel				
	v.	No	. 2007 L 008112	
Teva Pharmaceuticals USA,	J c/	eva Pharmaceuticals o Corporate Creatio 411 Silverside Road	ns Network, Inc. Ke Rodney Bldg #104	
	SUMMO		Vilmington, DE 1981	10
To each Defendant:				
	NED and required to file an ar file your appearance, and pay the			
🗹 Richard J. Daley (Richard J. Daley Center, 50 W. Washington, Room 801		, Chicago, Illineis 60602	
District 2 - Skokie 5600 Old Orchard Skokie, IL 60077	Rd. District 3 - Rollin Rd. 2121 Euclid Rolling Meadows	-	District 4 - May 1500 Maybrook Maywood, IL 6	Ave.
District 5 - Bridgev 10220 S. 76th Ave. Bridgeview, IL 60	16501 S. Kedzie F	kwy.	☐ Child Support 28 North Clark Chicago, Illinoi	
	fter service of this Summons, no JUDGMENT BY DEFAULT M MPLAINT.			FOR THE RELIEF
To the officer:				
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Atty. No.: 70633		WITNESS,_	A. A.	,,,,2007
Name: Michael P Cascino/V		book a	· ·	
Atty. for: Plaintiff				
Address: 220 S. Ashland Av	e.		Clerk of Cour	•
Address: 220 S. Ashland Ave. City/State/Zip: Chicago, IL 60607		Date of ser	vice:erted by officer on copy	Lafterith defendant
Telephone: (312) 944-0600		(i o oc ths	or other person)	, istratu acienami
-	ission will be accepted at:			
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

Melanie Stacel

Plaintiff,

٧.

Teva Pharmaceuticals USA, Inc. Teva Pharmaceutical Industries LTD. Walgreen Co. d/b/a Walgreens

Defendant.

COMPLAINT

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COMPLAINT

Now comes the Plaintiff, Melanie Stancel, hereinafter "Plaintiff," by and through her stromey, Michael P. Cascino of VAUGHAN CASCINO LAW OFFICES, LTD., and complains of Leva Pharmaceuticals USA, Inc., Teva Pharmaceutical Industries LTD., and Walgreen Co. Co. Walgreens, as follows:

JURISDICTION

- 1. Plaintiff is an adult citizen and resident of the State of Illinois.
- Defendant Teva Pharmaceuticals USA, Inc., hereinafter referred to as "Teva Pharmaceuticals," is a corporation which is incorporated in the State of Deleware and has its principal place of business in North America, and at all time relevant to the allegations contained herein was engaged in the business of testing, designing, manafacturing and selling minocycline and/or minocycline-containing products, hereinafter referred to as "minocycline products."
- 3. Defendant Teva Pharmaceutical Industries LTD., hereinafter referred to as "Teva Industries," is a comporation which is incorporated in and has its principal place of business in the Country of Israel, and at all time relevant to the allegations contained herein was engaged in the business of testing, designing, manafacturing and selling minocycline and/or minocycline-containing products, hereinafter referred to as "minocycline products."

- 4. Defendant Walgreen Co. d/b/a Walgreens, hereinafter referred to as "Walgreens," is a corporation which is incorporated in and has its principal place of business in the State of Illinois, and at all times relevant to the allegations contained herein was engaged in the business of packaging and selling minocycline and/or minocycline-containing products, hereinafter referred to as "minocycline products."
- 5. Plaintiff diagnosed with injury on August 25, 2005, and this complaint is properly brought within the applicable statute of limitations.
- 6. Jurisdiction in Illinois is proper because:
 - a. All Defendants at relevant times were or are doing business within the State of Illinois and have established the necessary minimal contact within the State;
 - b. Plaintiff is a resident of the State of Illinois; and
 - c. Defendant Walgreens is incorporated in and has its principal place of business in the State of Illinois.
- 7. Venue in Cook County is proper pursuant to 735 ILCS 5/2-101, because:
 - a. Plaintiff filled known minocycline prescriptions in Cook County; and
 - Defendant Walgreens has their principal places of business within the Cook
 County and the other Defendants do business within Cook County.

GENERAL ALLEGATIONS

- 8. Plaintiff was prescribed the drug minocycline for treatment of acute acne beginning July 9, 2004 in a 100 mg/day dosage.
- 9. As part of her treatment, from July 2004 forward, Plaintiff regularly took prescription minocycline for acute acne.
- 10. Plaintiff purchased and consumed minocycline products which were sold, manufactured, distributed, packaged, or otherwise placed into commerce in the State of Illinois by Defendants.
- Plaintiff was ignorant of the dangerous nature of minicycline and of the nature of the risks incurred by ingesting minocycline-containing products, including developing drug-induced lupus.
- 12. Plaintiff began taking minocycline in approximately July 2004. Subsequently, Plaintiff

- was diagnosed with drug-induced lupus in September of 2005.
- 13. As a direct and proximate result of the wrongful acts and/or omissions of Defendants, Plaintiff developed and was diagnosed as having drug-induced lupus.
- 14. Plaintiff would not have ingested minocycline as described herein, or would have discontinued use, or would have used safer alternative methods, had Defendants disclosed the true health consequences, risks, and adverse events, including the increased incidence and risk of drug-induced lupus and other illnesses, caused by their drug.
- 15. Plaintiff has suffered great pain, physical impairment, mental pain and anguish, losses to her personal property and possessions, and fear of death.

COUNT I

NEGLIGENCE - VOLUNTARY UNDERTAKING

- 16. Plaintiff reasserts and re-alleges the above general allegations with respect to this claim.
- 17. Defendant Walgreens is liable under Section 324A, Restatement (Second) of Torts for negligent performance of a voluntary undertaking by Defendant. At the time that Plaintiff submitted and received prescription minocycline, Defendant Walgreens voluntarily undertook to offer Plaintiff information, including side effects associated with the product, thereby creating a duty to warn Plaintiff of all the side effects of the drug.
- 18. It was reasonably forseeable that Plaintiff would rely on Defendant Walgreens for knowledge about the potential side effects because said Defendant voluntarily undertook to offer such information to Plaintiff to rely upon.
- 19. Defendant Walgreens was negligent because the Defendant:
 - a. Failed to adequately warn Plaintiff and/or others of the health hazards concerned with ingestion of minocycline;
 - Failed to recommend and/or provide proper cautions and warnings, to ensure
 Plaintiff's and/or other's safety;
 - c. Failed to war: Plaintiff and/or others of the danger and harm from consumption of minocycline;
 - d. Failed to instruct Plaintiff or others in the use of precautionary measures in relation to minocycline;

- and had such alternatives been selected by Defendant Walgreens, it would have prevented or significantly reduced the likelihood of Plaintiff's injuries.
- 20. Defendant Walgreens failed to exercise reasonable care of service undertaken, and therefore is subject to liability of harm to Plaintiff.
- 21. As a direct and proximate result of the acts and omissions of the Defendant Walgreens,
 Plaintiff was injured as described above.

COUNT II

PRODUCTS LIABILITY - NEGLIGENCE

- 22. Plaintiff reasserts and re-alleges the above general allegations with respect to this claim.
- 23. It was reasonably foreseeable by Defendant Teva Pharmaceuticals that Plaintiff and other consumers would be ingesting Defendant's minocycline products.
- 24. Defendant Teva Pharmaceuticals participated in, authorized and directed the production and promotion of minocycline products when they knew, or with the exercise of reasonable care should have known, of the hazards and dangerous propensities of minocycline.
- 25. Defendant Teva Pharmaceuticals had a duty to exercise reasonable care for the safety of Plaintiff and others who were using Defendant's minocycline products.
- 26. Prior to, during, and after the time Defendant Teva Pharmaceuticals manufactured, produced, processed, packaged, designed, distributed, and/or shipped the minocycline products to which Plaintiff digested, Defendant knew, or in the exercise of ordinary or reasonable care ought to have known, that consumption of their minocycline products caused disease and/or death.
- 27. Notwithstanding the aforementioned duty, Defendant Teva Pharmaceuticals was negligent by one or more of the following acts or omissions in that Defendant:
 - a. Failed to adequately warn Plaintiff and/or others of the health hazards concerned with ingestion of minocycline;
 - b. Failed to recommend and/or provide proper cautions and warnings, to ensure Plaintiff's and/or other's safety;
 - c. Failed to warn Plaintiff and/or others of the danger and harm from consumption of

minocycline;

- d. Failed to instruct Plaintiff or others in the use of precautionary measures in relation to minocycline
- 28. As a direct and proximate result of the acts and omissions of the Defendant Teva Pharmaceuticals, Plaintiff was injured as described above.

COUNT III

BREACH OF EXPRESS AND IMPLIED WARRANTY

- 29. The Plaintiff re-alleges and restates the foregoing allegations.
- 30. Defendant Teva Pharmaceuticals expressly warranted to the market, including the Plaintiff, by and through statements made by Defendant or its authorized agents and representatives, orally and in publications, package inserts and other written materials to the health care community, that minocycline was safe, effective, and proper for its intended use.
- 31. In using minocycline, Plaintiff relied on the skill, judgment, representations and express warranties of Defendant Teva Pharmaceuticals. These warranties proved false because the product was not safe and unfit for the uses for which it was intended.
- 32. At the time of the express warranties, Defendant Teva Pharmaceuticals had knowledge of the purpose for which minocycline was to be used and warranted it to be safe, effective, and proper for such purpose.
- 33. Defendant Teva Pharmaceuticals knew and had reason to know that minocycline did not conform to these express representations and that minocycline is neither safe or effective and carries the risk of serious side effects.
- 34. Defendant Teva Pharmaceuticals's actions as described were performed willfully, intentionally, and with reckless disregard for the rights of the Plaintiff.
- 35. As a direct and proximate result of Defendant Teva Pharmaceuticals's breach of warranty, Plaintiff was injured and suffered special and compensatory damages to be proven at trial.

COUNT IV

STRICT LIABILITY

- 36. Plaintiff re-alleges and restates the foregoing allegations.
- 37. Defendant Teva Pharmaceuticals is liable under Section 402A, Restatement (Second) of Torts for strict liability, for the defective design of minocycline. At the time of design, manufacture and sale, safer alternatives existed, including designs other than those actually used, and had such alternatives been selected by Defendant, it would have prevented or significantly reduced the likelihood of Plaintiff's injuries. Such designs were both economically and technically feasible at the time of the products left the possession of the Defendant and had they been used, would not have impaired the ability of the product.
- 38. Defendant Teva Pharmaceuticals failed to provide adequate warnings and instructions in the marketing of minocycline. Defendant failed to provide adequate instructions for the safe use of minocycline. Defendant's defectively marketed drug was a cause of the Plaintiff's injuries.
- 39. Defendant Teva Pharmaceuticals is also strictly liable for misrepresenting to Plaintiff that its product was safe and without defect, which statement was false and involved a material fact concerning the character of the product in question, upon which the consumer relied, producing Plaintiff's injuries.

COUNT V

PRODUCTS LIABILITY - NEGLIGENCE

- 40. Plaintiff reasserts and re-alleges the above general allegations with respect to this claim.
- 41. It was reasonably foreseeable by Defendant Teva Industries that Plaintiff and other consumers would be ingesting Defendant's minocycline products.
- 42. Defendant Teva Industries participated in, authorized and directed the production and promotion of minocycline products when they knew, or with the exercise of reasonable care should have known, of the hazards and dangerous propensities of minocycline.
- 43. Defendant Teva Industries has a duty to exercise reasonable care for the safety of Plaintiff and others who were using Defendant's minocycline products.
- 44. Prior to, during, and after the time Defendant Teva Industries manufactured, produced,

processed, packaged, designed, distributed, and/or shipped the minocycline products to which Plaintiff digested, Defendant knew, or in the exercise of ordinary or reasonable care ought to have known, that consumption of their minocycline products caused disease and/or death.

- 45. Notwithstanding the aforementioned duty, Defendant Teva Industries was negligent by one or more of the following acts or omissions in that Defendant:
 - a. Failed to adequately warn Plaintiff and/or others of the health hazards concerned with ingestion of minocycline;
 - Failed to recommend and/or provide proper cautions and warnings, to ensure
 Plaintiff's and/or other's safety;
 - c. Failed to warn Plaintiff and/or others of the danger and harm from consumption of minocycline;
 - d. Failed to instruct Plaintiff or others in the use of precautionary measures in relation to minocycline
- 46. As a direct and proximate result of the acts and omissions of the Defendant Teva Industries, Plaintiff was injured as described above.

COUNT VI

BREACH OF EXPRESS AND IMPLIED WARRANTY

- 47. The Plaintiff re-alleges and restates the foregoing allegations.
- 48. Defendant Teva Industries expressly warranted to the market, including the Plaintiff, by and through statements made by Defendant or its authorized agents and representatives, orally and in publications, package inserts and other written materials to the health care community, that minocycline was safe, effective, and proper for its intended use.
- 49. In using minocycline, Plaintiff relied on the skill, judgment, representations and express warranties of Defendant Teva Industries. These warranties proved false because the product was not safe and unfit for the uses for which it was intended.
- 50. At the time of the express warranties, Defendant Teva Industries had knowledge of the purpose for which minocycline was to be used and warranted it to be safe, effective, and proper for such purpose.

- 51. Defendant Teva Industries knew and had reason to know that minocycline did not conform to these express representations and that minocycline is neither safe or effective and carries the risk of serious side effects.
- 52. Defendant Teva Industries's actions as described were performed willfully, intentionally, and with reckless disregard for the rights of the Plaintiff.
- As a direct and proximate result of Defendant Teva Industries's breaches of warranties,

 Plaintiff was injured and suffered special and compensatory damages to be proven at trial.

COUNT VII

STRICT LIABILITY

- 54. Plaintiff re-alleges and restates the foregoing allegations.
- Defendant Teva Pharmaceuticals is liable under Section 402A, Restatement (Second) of Torts for strict liability, for the defective design of minocycline. At the time of design, manufacture and sale, safer alternatives existed, including designs other than those actually used, and had such alternatives been selected by Defendant, it would have prevented or significantly reduced the likelihood of Plaintiff's injuries. Such designs were both economically and technically feasible at the time of the products left the possession of the Defendant and had they been used, would not have impaired the ability of the product.
- Defendant Teva Industries failed to provide adequate warnings and instructions in the marketing of minocycline. Defendant failed to provide adequate instructions for the safe use of minocycline. Defendant's defectively marketed drug was a cause of the Plaintiff's injuries.
- Defendant Teva Industries is also strictly liable for misrepresenting to Plaintiff that its product was safe and without defect, which statement was false and involved a material fact concerning the character of the product in question, upon which the consumer relied, producing Plaintiff's injuries.

COUNT VIII PUNITIVE DAMAGES

58. All Defendants herein, their agents, servants and employees acted maliciously, with willful and wanton disregard for the rights of Plaintiff and otherwise engaged in outrageous conduct toward the Plaintiff by failing to warn and/or producing, distributing and encouraging the use of minocycline products which all Defendants knew were certain to cause grave personal injury and/or death resulting in suffering and damages incurred by Plaintiff. Such conduct entitles Plaintiff to recover punitive damages from all Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows: judgement against Defendants, Teva Pharmaceuticals USA, Inc., Teva Pharmaceutical Industries LTD., and Walgreen Co. d/b/a Walgreens, for compensatory and general damages in excess of \$100,000 plus costs.

Dated this 2nd Day of August, 2007

One of the Plaintiff's Attorneys

MICHAEL P. CASCINO VAUGHAN CASCINO LAW OFFICES, LTD. 220 South Ashland Avenue Chicago, Illinois 60607 312-944-0600 312-944-1870 fax

Case 1:08-cv-01143 Document 1-2 Filed 02/25/2008 Page 12 of 15 3059-07089 In the Circuit Court of Cook County Illinois Law Division Motion Call " Melance Statel -Vs-Teva et al **BRIEFING SCHEDULE ORDER** This matter has come before the Court on the Motion(s) of The Court being advised herby sets the following briefing schedule: (4231)1) MOVANT(S) Name___ has days to file BRIEF in SUPPORT. RESPONDENT(S) Name State has a (4231)2) thereafter until ____ MOVANT(S) Name Walque Co has 14 days (4231)3) therafter until (4217)4) The CLERK STATUS on the MOTION(S) is set for at 8:45 a.m in Court Room 2205 Chambers. (4251)5) COURTESY COPIES of all pleadings, motions, briefs, transcripts, or other documents are to be furnished by the MOVANT/RESPONDENTS at the CLERK STATUS ONLY. 6) The HEARING DATE on the Motion(S) is $\frac{2}{\sqrt{27/\rho B}}$ 11:15 a.m in COURT ROOM 2205. 7) OTHER ____ FAILURE TO PROVIDE COURTESY COPIES WILL RESULT IN HAVING SAID NOTICE: MOTION(s) OR HEARING DATES STRICKEN. JUDGE JAMES EGAN-1 Atty.No:06347 Name: Johnson & Bell 146 Atty.for: westques to. **ENTERED** Address: 33 W Moune Place City: Charrie Telephone: 5113710770 JUDGE

Master Calendar Motion Courtrooms Case Management Order	(6/10/04) CCL 060
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, LAW DIVISION	
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MASTER CALENDAR MOTION COURTROOMS CASE MANAGEMENT (Please check off all pertisent paragraphs and circle proper party name.)	
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(G) & Other: ITVA USA has until 1 - 19 to	file a nome
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13. Case is dismissed for want of prosecution.(4840) The case is volunta	rily dismissed under
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Failure of any party to comply with this Case Management Order will be a basis for Rule 219(c) s Failure of any party to enforce this Case Management Order	auctions.
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DOROTHY BROWN, CLERK OF THE CINCUIT COURT OF COOK COUNTY, IL.	LINOIS

#3059-07089	IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS	
Teva Pharma	COUNTY DEPARTMENT, LAW DIVISION rel, Plaintiff, v. No.: 07 L 8112 acceuticals USA, Inc., acceutical Industries LTD. b. d/b/a Walgreens, Defendants.)	
	AGREED ORDER	
THIS	S CAUSE coming to be heard for Clerk's Status on Walgreen Co.'s Motion to Dismiss;	
the Court full	lly advised in the premises; Counsel for plaintiff advising the Court that plaintiff is	
dismissing W	Valgreen Co. from this lawsuit;	
IT IS	HEREBY ORDERED:	
1.	WALGREEN CO. is dismissed from this matter without prejudice and without costs pursuant to 735 ILCS 5/2-1009;	
2.	Plaintiff's case remains pending against the remaining defendants, Teva Pharmaceuticals USA, Inc. and Teva Pharmaceutical Industries LTD.;	
3.	The hearing date of February 27, 2008, at 11:15 a.m. on Walgreen Co.'s Motion to Dismiss is stricken as being moot;	
4.	The next Case Management Conference is set for February 27, 2008, at 11:15 a.m., in Courtroom 2205.	
	February 19, 2008 JUDGE JAMES D. EGAN FER 1.9 7	יחחי
	ENTER:	- *- *

JOHNSON & BELL, LTD. Attorneys for WALGREEN CO. 33 West Monroe Street Suite 2700 Chicago, IL 60603 Firm ID # 06347

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IN THE CIRCUIT CO	IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS			
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Plaintiff,)	<u>.</u>	مارين شوک	:d
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Teva Pharmaceuticals USA, Inc.,)	ĒĒĞ	. 71	-4
Teva Pharmaceutical Industries LTD.)		• a 	
Walgreen Co. d/b/a Walgreens,)	:-0=	į	
Defendants.)	8 60 A		

STIPULATION TO DISMISS

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff, Melanie Stacel, and Defendant, Walgreen Co., by their respective attorneys, that Plaintiff is dismissing her case against Walgreen Co. without prejudice and without costs.

WHEREFORE, Plaintiff, Melanie Stacel, and Defendant, Walgreen Co., pray that the Court enter an order dismissing Walgreen Co. without prejudice and without costs pursuant to 735 ILCS 5/2-1009.

CASCINO VAUGHAN LAW OFFICES

Michael P. Cascino, Esq. Attorneys for Plaintiff

JOHNSON & BELL, LTD.

Joshu S. Singewald, Esq.

Attorneys for Defendant

John A. Childers Michael C. Holy Joshua S. Singewald JOHNSON & BELL, LTD. Attorneys for WALGREEN CO. 33 West Monroe Street Suite 2700 Chicago, IL 60603 Firm ID # 06347